

INVOICE

Trident Steel Corporation 12825 Flushing Meadows Drive, Suite 110 St. Louis, MO 63131

PAGE

1

INVOICE NO.

INVOICE DATE

P2639F -IN

09/13/13

ORDER NUMBER ORDER DATE

P2639 12/30/13 0015

SALESPERSON **CUSTOMER NO**

01-0002183 Daniel Nelson

Post Office Box 798279

Remit To: TRIDENT STEEL CORP.

Saint Louis, MO 63179-8000

Telephone: 314-822-0500 • Telefax: 314-984-8700

SOLD TO:

Calyx Energy LLC 6901 S. Pierce Street Suite 270

CONFIRM TO:

CO 80128

SHIP TO:

Delivered Perkins, OK OSCL Payne County, OK

Ship Date: 09/10/13

CUSTOMER P.O.	SHI	P VIA	F.O.B.	TERMS	
See Lease	DE	<u>EL</u>	Perkins, OK	Net 45 Days	
ITEM			QUANTITY SHIPPED	PRICE	AMOUNT
	Lease:	MCGUIRE	17-1 MH		

New API Oilwell Casing

05121700PHBAJ*0 TSB 5 1/2x17# HCP BTC A-JU BEST *0 10291.19 13.3100 136,975.74

05121700PHBAJ*J TSB

5 1/2x17# HCP BTC A-JU BEST *J 243.00 .0000 .00

Tallies attached.

136,975.74	NET INVOICE	10/28/13	DUE DATE
.00	FREIGHT SALES TAX		DISC. DATE
144,253.26	INVOICE TOTAL	•	

^{**} NOTE: TERMS AND CONDITIONS OF SALE ARE LISTED ON REVERSE SIDE OF THIS INVOICE.**

TERMS AND CONDITIONS OF SALE

- 1. The rights and duties of Seller (Trident Steel Corporation) and Buyer (indicated above) shall be governed exclusively by the terms and conditions contained in this Invoice. These terms and conditions may not be added to, modified, superseded or otherwise altered except by written instrument signed by an authorized representative of Seller. These terms and conditions shall be deemed accepted by Buyer if not altered by such a written instrument. These terms and conditions shall prevail insofar as they may conflict with the terms and conditions set forth in Buyer's purchase order. Properly signed bills of lading shall constitute delivery.
- 2. SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF THIS TRANSACTION. Seller shall not be liable for any loss or damage arising out of delays in Seller's performance which are caused by factors beyond its control. No product may be returned to Seller without prior written permission from Seller. Clams of defects in products must be received by Seller within ten (10) days from the date said products are delivered to Buyer.
- THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS INVOICE. SELLER MAKES NO SPECIFIC WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PRACTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. Buyer agrees to the price and payment terms contained in this invoice. Buyer agrees to pay interest on overdire balances at the rate of 1.5% per month. Buyer agrees to pay all costs and expenses (including court costs, reasonable attorney's fees and lingation expenses) incurred by Seiler in connection with the enforcement of any provision of this agreement. The parties agree that the taws of the State of Missouri and the Uniform Commercial Code, as adopted by the State of Missouri, shall govern the construction, operation, performance and enforcement of this agreement, and Buyer hereby consents to the jurisdiction of the courts of the Circuit Court of St. Louis County. Missouri should any dispute arise between the parties concerning this agreement.
- 5. Notwithstanding the foregoing. Seller and Buyer agree that any controversy or claim arising out of this order shall be settled by arbitration administered in Houston, Harris County, Texas, pursuant to a single arbitration arbitration proceeding administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered and enforced in any court having purisdiction thereof.